

# **IT Professional Technical Services Master Contract Program T#:902TS**

## **Statement of Work (SOW) For Technology Services Issued By:**

**Minnesota Department of Human Services**

**Project Title:MN State Quality Assurance, Quality  
Improvement, and Licensing System**

**Service Category:Facilitation**

### **Business Need**

The Minnesota Department of Human Services (DHS) is directed by MN Statute 256B.0961 to establish a State Quality Council (SQC) to assist DHS in fulfilling federally mandated obligations by monitoring disability services quality, quality assurance and improvement practices in Minnesota and to:

- establish state quality improvement priorities
- recommend an appropriate method of funding
- approve measurable outcomes in the areas of health and safety
- design a transition plan for licensed providers from Region 10 (southeast Minnesota) into an alternative licensing system
- establish Regional Quality Councils (RQC) by July 1, 2012
- conduct an annual independent statewide survey of service recipients to determine the effectiveness and quality of disability services

It is desired that the fulfillment of the requirements of the legislation result from a collaborative process reflecting the perspectives of Council members.

DHS is seeking assistance in planning, conducting and producing deliverables from a series of facilitated workshops with Council Members to achieve the above Effort Definition.

### **Project Deliverables**

The major deliverables from this effort will be:

- The master plan for implementing the legislation, including a timeline
- Documented funding stream strategies
- Draft of legislative report

### **Project Milestones and Schedule**

- Project Start Date:March 5, 2012
- Key deliverable dates:
  - Week of March 12 – 16, 2012: Teleconference discussions with DSD QA Projects staff related to the development of Mid-Level Planning Document;

- March 30, 2012 and monthly thereafter: Onsite facilitation of 10 State Quality Council meetings with pre and post teleconference/onsite meetings with DSD QA Project staff following each State Quality Council meeting;
- December 28, 2012: Draft of proposed legislation related to quality assurance and improvement practices.
- February 1, 2013: finalized draft of legislation ,
- End Date March 29, 2013

## Project Environment (State Resources)

- Staff descriptions:
  - Number of people on the project Three
  - Project Manager Name Gerald Nord
  - Basic organizational structure (organizational chart) of the project  
Co-DSD QA Lead Project Staff (1 ½): Paj Thao and Thomas Skarohlid  
Research staff (1/2 time): Roseann Faber (or their successors)

Interface with related DSD and Continuing Care Quality Assurance Projects to include:

- MnCHOICES [http://www.dhs.state.mn.us/dhs16\\_146042](http://www.dhs.state.mn.us/dhs16_146042)
- PEPSI [http://www.dhs.state.mn.us/dhs16\\_146042](http://www.dhs.state.mn.us/dhs16_146042)
- Quality Essentials Team QET (includes Elderly Waiver staff, CADI, CAC, TBI and DD waiver policy lead staff)
- DHS Licensing Division staff and Ombudsman Office for Mental Health and Developmental Disabilities

## Agency Project Requirements

Phase I – Effort Definition

Intentions:

- The first phase of fulfilling these requirements is to develop “a master plan for implementing the legislation, a timeline and funding stream strategies” that faithfully fulfills the requirements of the legislation.

Guiding Values:

- It is important the Council members be heard and that a “reasonable” consensus be developed in support of the plan.

The Effort is to focus on:

- The strategy for a set of new and ongoing projects in support of the legislation;
- Mandates in the legislation that are targeted for 2012;
- Health & Safety

Context:

- The commissioner of DHS has the ultimate responsibility and authority to implement the regulation.
- There is public interest in this area as a result of press coverage and diverse political dialog.
- Travel and other budgets are tight and teleconferences and other approaches could be used to reduce cost; however, the quality of the results and the supporting consensus should not be compromised.
- Subsequent Phases would target implementation of the plan developed in this phase.
- This effort has the following characteristics:
  - High visibility
  - An aggressive deadline
  - A high degree of complexity
  - A wide range of perspectives involved
  - Legislative mandates
  - Potential technology changes

- Existing processes and practices
- The responsibility for the successful business transformation of people, processes and systems.

## Responsibilities Expected of the Selected Vendor

1. Work with DHS personnel to develop a mid-level project work-plan to produce a “master plan for implementing the legislation, timeline and funding stream strategies”. Among other things this project work-plan would identify the major activities required to produce the indicated deliverables, interim work products, approximate schedules & desired participants and other resources. It would specifically identify:
  - Facilitated workshops to be conducted with Council members and perhaps others over the next year as a part of the effort; and
  - Other activities to be performed by DHS staff to produce the indicated deliverables.
2. Plan and conduct up to 10 one day Facilitated Workshops, which will be conducted primarily in Saint Paul and via teleconferences. The intention is to develop and maintain consensus on the primary deliverables, which will include turn-around-documents and other appropriate work-products.
3. Provide hours of consulting and coaching (onsite or remote) to assist State employees in the tasks assigned to them and to assist in ensuring the overall continuity of the effort.

## Required Skills

Required minimum qualifications

Experience/Knowledge:

- Project planning for statewide implementation of quality assurance best practice models
- Facilitation experience with large groups responsible for implementation of quality assurance stakeholder feedback and direction into future models
- Knowledge and past experience as a facilitator working with Minnesota’s state supervised/county managed services delivery system models with past facilitation participation with stakeholders representing the following backgrounds:
  - 1) Advocacy
  - 2) Provider agencies
  - 3) State program policy lead staff
  - 4) State licensing staff
  - 5) Recipients and family members
- Knowledge and experience with Minnesota’s community-based services to include:
  - 1) Waiver services (CADI, CAC, TBI, DD),
  - 2) Home care services (PCA)
  - 3), ICF/DD services,
  - 4) SILS, and
  - 5) Family/consumer support grant programs
- Master Contract resource type(s)/ categories
- Years of experience 10 years
- Required Skill Type e.g. Oracle, DBA, JAVA Beans, etc.

## Process Schedule

- |  |                                 |
|--|---------------------------------|
| • Deadline for Questions                     | 01/24/2012 4:00 PM Central Time |
| • Anticipated Posted Response to Questions   | 01/25/2012 4:00 PM Central Time |
| • Proposals due                              | 01/30/2012 4:00 PM Central Time |
| • Anticipated proposal evaluation begins     | 02/1/2012                       |
| • Anticipated proposal evaluation & decision | 02/6/2012                       |

## Questions

Any questions regarding this Statement of Work should be submitted via mail or e-mail by 01/24/2012, 4:00 PM Central Time:

Name: Gerald Nord

Department: Disability Services

Telephone Number: (651) 431-2386

Email Address: [Gerry.Nord@state.mn.us](mailto:Gerry.Nord@state.mn.us)

Questions and answers will be posted on the Office of Enterprise Technology website by approximately 01/25/2012, 4:00 PM Central Time ([http://www.oet.state.mn.us/mastercontract/statements/mcp902ts\\_active.html](http://www.oet.state.mn.us/mastercontract/statements/mcp902ts_active.html))

## SOW Evaluation Process

- Company (10%)
- Experience (25%)
- Three References (10%)
- Work Plan (25%)
- Cost (30%)

**Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.**

## Response Requirements

- Introduction
- Company overview
  - a) Company history, growth
  - b) Current financial data if publicly available
- Project Overview
- Detailed response to “Agency Project Requirements”
  - a) Description of the vendor’s understanding of the need and explanation of their proposed solution.
  - b) Explain how the project will meet the requirements.
  - c) For each “response,” vendor would need to explain if their solution already includes the business/project requirements or would the solution have to be modified. Provide description of each modification or conversion.
  - d) Include description of software/hardware configuration.
- Detailed response to “Responsibilities Expected of the Selected Vendor”
  - a) Explain how the vendor will approach their participation in the project. This includes:
    - 1) Organization and staffing (including staff qualifications, resumes, etc.)
    - 2) Work-plan with life-cycle cost breakdown
    - 3) Contract/change management procedures
    - 4) Project management (e.g. quality management, risk assessment/management, etc.)
    - 5) Documentation of progress such as status reports
- Detailed response to staff augmentation
  - 1) Resume
  - 2) Cost
- References: Provide three clients using the solution
- Conflict of interest statement as it relates to this project
- Required forms to be returned or additional provisions that must be included in proposal
  - a) Affirmative Action Certificate of Compliance  
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
  - b) Affidavit of non-collusion  
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
  - c) Certification Regarding Lobbying  
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
  - d) Veteran-Owned/Service Disabled Veteran-Owned Preference Form  
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

# Proposal Submission Instructions

- Response Information:
  - a) To whom to address the response: Gerry Nord
  - b) Where to respond: Gerry.Nord@state.mn.us
  - c) How to label the response: Attention: QA/QI/Licensing Selection Committee
- How to submit: By email
- Number of copies: 1
- Key dates:
  - a) Response due date: 01/30/2012 4:00 PM Central Time
  - b) Expiration date for the vendor's price/terms guarantee: 3/30/2012
  - c) Constraints or rules on respondents: All questions or discussion on preparation of the proposal should be directed to Gerry Nord at (651) 431-2386 or Gerry.Nord@state.mn.us
  - d) Vendors must submit candidate resumes directly to Gerry Nord by 4:00 p.m. on or before January 30, 2012. This may be done via an attachment to e-mail by the required time and due date.

## General Requirements

### Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

### Liability

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

### Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

### Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

### **IT Accessibility Standards**

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:

[http://www.mmd.admin.state.mn.us/pdf/accessibility\\_standard.pdf](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf)

### **Nonvisual Access Standards**

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at [mmdhelp.line@state.mn.us](mailto:mmdhelp.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

### **Veteran-owned/Service Disabled Veteran-Owned Preference**

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

#### **E-Verify Certification (In accordance with Minn. Stat. §16C.075)**

For services valued in excess of \$50,000, CONTRACTOR certifies that as of the date of services performed on behalf of the STATE, CONTRACTOR and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the STATE. CONTRACTOR is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc> All subcontractor certifications must be kept on file with CONTRACTOR and made available to the STATE upon request.

#### **Foreign Outsourcing**

All services under this contract shall be performed within the borders of the United States, except as may be otherwise required by the World Trade Organization Government Procurement Agreement of 1996. This includes all storage and processing of information and work performed by subcontractors at all tiers.

## SAMPLE WORK ORDER

### STATE OF MINNESOTA

# IT Professional Technical Services Master Contract Program Work Order

This work order is between the State of Minnesota, acting through its \_\_\_\_\_ ("State") and \_\_\_\_\_ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, Contract Number \_\_\_\_\_, and is subject to all provisions of the master contract which is incorporated by reference.

## Work Order

### 1 Term of Work Order

**1.1 Effective date:** \_\_\_\_\_, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.**

**1.2 Expiration date:** \_\_\_\_\_, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2 Contractor's Duties

The Contractor, who is not a state employee, will: \_\_\_\_\_ [Thorough Description of Tasks/Duties]

### 3 Consideration and Payment

**3.1 Consideration.** The State will pay for all services performed by the Contractor under this work order as follows:

A. **Compensation.** The Contractor will be paid as follows: \_\_\_\_\_ [For example; Resource Type hourly rate]

**Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$\_\_\_\_\_.

**Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$\_\_\_\_\_.

**3.2 Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: \_\_\_\_\_

### 4 Authorized Representatives

The State's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is \_\_\_\_\_. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.



## 5 Nonvisual Access Standards

Nonvisual access standards require:

- 5) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 6) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 7) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 8) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

## 6 Liability *[Insert selected language]*

### 1. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as  
Stat.  
required by Minn. Stat. §§16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract ID \_\_\_\_\_ PO #: \_\_\_\_\_

### 3. STATE AGENCY

*Individual certifies the applicable provisions of Minn.  
§16C.08, subdivisions 2 and 3 are reaffirmed.*

By: \_\_\_\_\_

*(with delegated authority)*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### 2. CONTRACTOR

The Contractor certifies that the appropriate person(s)  
have executed the contract on behalf of the Contractor as  
required by applicable articles or bylaws.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_